

## MEMORANDUM OF AGREEMENT

This agreement is entered into by and between the State of Rhode Island ("State") and the Rhode Island State Troopers Association ("Association") (Collectively "Parties")

WHEREAS, the State of Rhode Island is contending with a fiscal crisis of historic proportions characterized by diminishing tax revenues, projected substantial annual budget deficits and extremely high unemployment; and

WHEREAS, the Parties hereto are desirous of implementing a plan that will achieve needed cost savings without the need to layoff members of the Association.

NOW THEREFORE, in the best interests of the Parties, on this 20<sup>th</sup> day of January, 2010, it is hereby agreed by and between the State of Rhode Island and the Rhode Island State Troopers Association that the Collective Bargaining Agreements/Memoranda of Settlement for the period of May 1, 2009 to April 30, 2010 remain unchanged except as such agreement is amended or modified as follows:

### No Layoff, Shutdowns or Pay Reductions:

The State agrees that there shall be no layoffs, shutdown, furlough, or pay reduction days, other than those pay reduction days referenced herein, through April 30, 2010.

### Agreement Not To Contest:

Except as may be necessary to enforce or interpret the terms of this Memorandum of Agreement, the Association agrees and acknowledges that the Association will not grieve, contest, or challenge, in any forum, judicial or administrative, the terms of this Memorandum of Agreement, including without limitation the Pay Reduction Plan set forth herein.

### Pay Reduction FY 2010:

With the exception of newly sworn-in employees who became members of the Rhode Island State Police in ~~January 2010~~

*November 2009*  
*JMA (97K)*

being sworn as members of the Department, employees shall receive eight (8) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding all overtime hours compensated at a time and a half rate) to be effective in each of the payroll periods during fiscal year 2010 as designated below. The aforesaid newly sworn-in employees shall have six (6) days of pay reduction: five (5) days of pay reduction on the dates listed in 1 through 5 of the chart below and a sixth day of pay reduction on the date referred to in the paragraph immediately below the chart.

	<b>Pay Period</b>	<b>Paycheck</b>
1	1/17/10-1/30/10	2/5/10
2	2/28/10-3/13/10	3/19/10
3	3/28/10-4/10/10	4/16/10
4	4/25/10-5/8/10	5/14/10
5	5/23/10-6/4/10	6/11/10
6	SEE BELOW	SEE BELOW
7	SEE BELOW	SEE BELOW
8	SEE BELOW	SEE BELOW

With the exception of the newly sworn-in members, in addition to the five (5) pay reduction days from the paychecks identified above, the State shall deduct from the paycheck provided to each member, on the same pay date as the State makes payments to employees pursuant to Article 29.26(a) and (b) of the Collective Bargaining Agreement/Memorandum of Settlement, an amount equal to three (3) days' pay, which deduction shall equate to the sixth through eighth days of pay reduction identified above. The newly sworn-in member shall have an additional reduction of one (1) day's pay on the same date, as provided herein.

Calculation of the overtime rate of pay for all employees pursuant to the Collective Bargaining Agreement/Memorandum of Settlement shall be made on the employees' pre-reduction hourly rate of pay.

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of 10.0 days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave (Pay Reduction Leave "PR") commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/17/10-1/30/10 (paycheck of 2/5/10), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

Balances of accrued vacation, sick and "deferred vacation" (a.k.a. Sundlun Days) leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during a salary reduction period.

Employees completing their in-service training incentive credits during a salary reduction period will be awarded the appropriate salary adjustment based on the pre-reduction rate of pay.

#### Voluntary Leave Without Pay:

An employee may also voluntarily request leave without pay subject to his/her supervisor's approval. Employees who make such a request shall not accrue any additional days of paid leave for electing voluntary leave without pay, provided such period of voluntary leave occurs during a pay period for which a pay reduction is applicable.

#### Other Payments and Benefits:

The pay reduction agreed to by the parties shall not be used with respect to the calculation of any other payment or benefit to which employees represented by the Association are entitled.

Ratification:

This Agreement is subject to (a) Association membership ratification no later than \_\_\_\_\_ and (b) approval by the Governor of Rhode Island, or his designee.

The undersigned agree to recommend ratification and approval of this Memorandum. Absent such ratification, the proposal set forth herein shall be null and void.


This Agreement shall take effect upon ratification and shall be effective through April 30, 2010.

FOR THE STATE OF RHODE ISLAND:



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FOR THE ASSOCIATION:



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